

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**
Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**
Telephone: (616) 885-9027 Facsimile: (616) 885-9033
Commitment Number: **GRC-138255**
Property Address: **2381 Bay Pointe Dr, V/L, St. Joseph, MI 49085**

1. Commitment Date: **10/07/2019** at 8:00 AM

2. Policy to be issued: Proposed Policy Amount

a. ALTA Owner's Policy

Proposed Insured: Jacob Pasternac


3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Jacob Pasternac

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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LEGAL DESCRIPTION RIDER

Situated in the **Township of St. Joseph, County of Berrien, State of Michigan**

Unit(s) 92A, of RIVERSIDE POINTE CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 90 of Condominiums, page 1, Berrien County Records, and designated as Berrien County Condominium Subdivision Plan No. 90, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, last amended by amendment recorded in Liber 90 of Condominiums, page 216 and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

PRELIMINARY

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ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

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Requirements

File No. GRC-138255

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **NOTE: A search of the records discloses this property is subject to Homeowners Association Dues in favor of Riverside Pointe Condominium Association.**
 - D. **Submit to the Company satisfactory evidence that the sale of said unit to the Proposed Insured has been approved by the Condominium Association and that all assessments due the association have been paid.**
 - E. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

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TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

2018 Winter Taxes in the amount of \$187.79 are PAID.

2019 Summer Taxes in the amount of \$687.11 are DUE if paid by 10/31/2019. Base amount: \$673.77.

Property Address: 2381 Bay Pointe Dr, V/L, St. Joseph, MI 49085

Tax Parcel Number: 11-18-6890-0092-01-5

2019 State Equalized Value: \$17,500.00

Principal Residence Exemption: 0%

Taxable Value: \$17,500.00

School District: 11020 St. Joseph

Special Assessments: NONE

PRELIMINARY

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Exceptions

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THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
10. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.
11. Easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 90 of Condominiums, page 1, Berrien County Records. The rights of Co-Owners and the

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Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The general common elements may be subject to easements of record not disclosed in the Master Deed.

12. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 1767, page 1271.
13. Easement in favor of Indiana & Michigan Electric Company (n/k/a Indiana Michigan Power Company) and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 34 of Misc., page 97, and in Liber 54 of Misc., page 124, and in Liber 128 of Misc., page 536 (amended in Liber 3231, Page 1000 and in Liber 3232, Page 2632), and in Liber 139 of Misc., page 501.
14. Easement in favor of Indiana Michigan Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1404, page 1098.
15. Easement in favor of Indiana Michigan Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 2156, page 20.
16. Easement and Right of Way in favor of Michigan Gas Utilities Company (n/k/a UtiliCorp United Inc.) and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1398, page 16.
17. Easement in favor of Indiana Michigan Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 2345, page 752.
18. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for U.S. 31-33 (Niles Road).
19. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fisheries in any portion of the land comprising the bed of St. Joseph River, or land created by fill or artificial accretion.
20. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of St. Joseph River.
21. Ingress and Egress to subject property is by means of private road which is subject to the rights of others to use said road and which is not required to be maintained by any governmental agency.
22. Rights of others to the private road easement crossing subject property

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